IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.3618 OF 2005

IN

SUIT NO.3159 OF 2005

C.Doctor & Co.Pvt.Ltd. ...Plaintiff.

vs.

1.M/s.B.S.Roadlines & another. ...Defendants.

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Mr.H.Mehta i/b. M/s.Mehta & Co., for Plaintiff.

None for Defendants.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 25th June,2007.**

**P.C.**:-

1. This is a notice of motion taken out by the plaintiff. Both the defendants are served, they are not appearing. They have not filed any reply. By a detailed ad-interim order dated 6.12.2005, the Receiver has been appointed and

the Receiver was directed to appoint defendant no.1 as agent to be in possession on usual terms and conditions. The learned Counsel appearing for plaintiff made statement at bar that the defendant no.1 has not paid the amount of royalty that was fixed by the Receiver and has not executed the agency agreement. In the absence of any reply, the averments made in the affidavit filed in support of the notice of motion have to be accepted at face value. In view of the statement made at bar by the learned Counsel appearing for plaintiff that the defendant no.1 who was directed to be appointed as agent of the receiver has not paid the amount of royalty fixed by the Receiver, and that he has not executed the agency agreement, it will not be appropriate to continue the defendant no.1 as agent of the Receiver. In my opinion, the following order would meet the ends of justice:-

(i) Receiver of this Court is appointed as Receiver on the premises described in prayer clause (a) of the notice of motion. The Receiver

is directed to take physical possession of the premises from defendant no.1, if necessary by taking police help.

(ii) The Receiver shall deliver the possession of the premises to the plaintiff. The plaintiff shall receive the possession as agent of the Receiver on usual terms and condition except royalty and security.

(iii) Till the Receiver takes possession, ad-interim order in terms of prayer clause (b) shall operate.

Notice of motion is disposed of.

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